

## City of Scottsdale Film Permit Application



### **FILM PERMIT REQUIRED:**

A no fee film permit is required for motion picture or television production, or commercial materials of any kind which includes the use of any public street, road, right-of-way, public facility or public place owned by the City, or over which the City has the right of control. A film permit is not required for any filming at an established fixed place of business within the City. A film permit is not required for filming or videotaping of persons, scenes, occurrences or events, which is done for news gathering purposes in the general public interest, for use in criminal investigations by law enforcement agencies, or for use in any judicial proceedings.

### **OTHER REQUIREMENTS:**

- The public property to which the permit relates shall at all times be made accessible to fire, police, or emergency personnel for public health, safety, or welfare.
- The permittee shall be responsible for restoring any area used pursuant to a permit to the same condition it was in prior to use by the permittee.
- Costs incurred in the use of City equipment or any assignment of City employees, including Police and Fire personnel must be reimbursed to the City by the permittee.
- A certificate of insurance is required prior to issuance of the film permit which contains a combined single limit coverage for bodily injury and property damage of not less than one million dollars (\$1,000,000), and basic workers' compensation insurance as provided in the laws of the state. The certificate shall name the City as additional insured. The City may require additional coverage if it is determined that the risks inherent in the proposed activity, would not be adequately covered by the basic coverage.
- Permission to film must be obtained by the permittee from the appropriate City facility such as the Parks Department, Scottsdale Airport (or other City facility) before the film permit is issued.
- See additional information on page 3, and Sec. 16-431 – 451 of the Scottsdale Revised Code.

### ***Provide the following information:***

Application Date: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Name of Responsible Party: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_ (Work) \_\_\_\_\_ (Cell) \_\_\_\_\_ (H)

Provide name(s), address(es) phone number(s) of any assistant(s) to the responsible party:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Complete description of the location or place where filming will occur, including address, if applicable:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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Filming Dates/Times:

Setup \_\_\_\_\_

Filming \_\_\_\_\_

Tear Down \_\_\_\_\_

Provide a brief description of your project:

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Number of persons to be involved and description of what they will do:

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Describe the amount and type of equipment to be used in the activity:

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Describe the number and type of vehicles to be used in the proposed activity and a description of any vehicle movement or use:

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Have you attached a copy of your certificate of insurance naming the City of Scottsdale as additional insured?

**YES NO**

☐ ☐

\*A permit will not be issued until the City has received your certificate of insurance

Please provide the name of the City contact granting you permission to film at a City facility and the date of their approval:

City Contact Name: \_\_\_\_\_ Approval Date: \_\_\_\_\_

I agree by obtaining this permit to defend, indemnify and hold harmless the City from any and all losses, costs, damages and expenses on account of activity of the permittee on the public property which is the subject of the permit (Sec. 16-449(c), Scottsdale Revised Code).

\_\_\_\_\_  
Signature of Responsible Party

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

This application is based on the production description and is subject to the conditions below and in Sections 16-431 through 16-451 of the Scottsdale Revised Code. The permit may be extended upon request for, and receipt of, the City's approval. The permit may also be revoked by the City in the event of noncompliance, misrepresentations, or as otherwise provided in Section 16-451, Scottsdale Revised Code. By signing on the reverse, applicant acknowledges having read and understood the conditions of this application as well as the provisions of sections 16-431 through 16-451 of the Scottsdale Revised Code.

☐ DENIED (Denials may be appealed no later than 10 days from the date of denial pursuant to Sec. 16-450)

☐ APPROVED

Conditions of Approval:

\_\_\_\_\_  
City of Scottsdale Representative

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### **CONDITIONS**

1. **Compliance with Law.** Permittee shall obey all City Ordinances, rules, and directions of City employees pertaining to the use of City property, including the location and storage of vehicles and equipment, crowd control, and the restoration of premises to their original condition after use for filming purposes.
2. **Location Approval.** Permittee shall confine its activities to the locations and time schedule approved by the City and shall make arrangements through the City's authorized representative for traffic control satisfactory to the Police Department and Traffic Engineering prior to filming on city streets and in other public areas.
3. **Commercial Reference to City.** Permittee, upon request and prior to filming, shall furnish copies of scripts and any graphic material. Reference to the City of Scottsdale in any part of the production is subject to approval by the City.
4. **Indemnity.** Permittee does hereby covenant and agree to defend, indemnify, and hold harmless the City of Scottsdale from any and all loss, cost, damages and expenses of any kind including attorney fees, on account of personal injury or property damage resulting from any activity of permittee on municipal property or in connection with any property which is the subject matter of this permit, and for damage caused by, arising out of, or in any way connected with the exercise of this permit.
5. **Liability Insurance.** In no way limiting the indemnity agreement above, Permittee will furnish the City with a Certificate of Liability Insurance acceptable to its Risk Management Department showing combined single limit coverage for bodily injury and property damage, or the equivalent of such coverage, for not less than \$1 million. The City, including its officials, employees, and agents, shall be named an additional insured in the liability policy.
6. **Security for Costs.** Permittee shall reimburse City for costs incurred in the use of City equipment and assignment of municipal employees to duty in connection with filming activities. A schedule of expected costs shall be submitted to the Permittee after identification of the municipal sites to be used for filming. Permittees shall post a cash bond as a refundable deposit against such estimated costs when requested.
7. **Relationship of Parties.** Neither Permittee, nor its agents, employees, servants or helpers shall be or deemed to be, the employee, agent, or servant of the City. None of the benefits provided by the City to its employees, including, but not limited to, medical insurance, disability insurance and unemployment insurance are available to permittee or its employees, agents, servants, or helpers.
8. **Special Events.** No fees shall be charged for use of City Property. Permittee shall not conduct any event on City property intended to attract or entertain the public or charge fees to spectators without the specific approval of the City in writing.
9. **Limitation.** Additional permits may be required for use of revenue producing facilities of the City such as the Scottsdale Municipal Airport, and entry upon areas subject to special security requirements. Use of such facilities and areas may be further conditioned upon provision of additional insurance coverages, written assurance of compliance with security requirements and other requirements.